had continued to tender rent and had accepted the rent receipt in the name of their late father without further ado, preferring to let matters remained as they were were. That was also the attitude of the Temple authorities.

To overcome the difficulties posed by the evidence of Ramanathan Chettiar, counsel for the Plaintiff invited me to find that in fact the Plaintiff was mistaken, that he had contracted with Chellappa Chettiar in early 1970 and that it was only in early 1971 that they had again talked to and were assured by the late Karuppan Chettiar about the grant of the oral tenancy to the Plaintiff. He submitted that this was essentially the first evidence of the Plaintiff who asserted this in his affidavit of November 4, 1981 which was filed in the course of these proceedings. I have to reject this submission. The Plaintiff and his brother have been proved to be totally unreliable. The version in his affidavit evidence was completely abandoned by the Plaintiff in the course of the trial. It was not put to Chellappa Chettiar. It would be entirely wrong to allow the Plaintiff to resurrect this version upon which the Defendant has had no opportunity whatsoever to meet.

I have also considered whether in the circumstances of this case an oral tenancy could be inferred, seeing that the trustees of the Temple had accepted rent from the Plaintiff or his brothers for some nine years after the death of their father. If there are sufficient primary facts, the grant of an oral tenancy could be inferred as was done by the learned trial Judge, who was upheld by the Privy Council, in *Eng Chuan & Co. & Ors.* v. *Four Seas Communications Bank Ltd.*[1] I find myself unable to make any such inference in the circumstances of this case. To begin with, one has in this case an assertion that an express oral tenancy was granted in early 1970. This assertion was not made out. Secondly, the tenancy was in the name of an individual, S. Kalyani, who died leaving his wife and children, including the Plaintiff. The Plaintiff was not the only one who could have claimed, or be granted, a tenancy of the shop.

The Plaintiff's claims are accordingly dismissed with costs.

Claims dismissed.

Solicitors: *J.B. Jeyaretnam & Co.; Hilborne & Co.*

THE "DAIEN MARU NO. 18" KENNY FRANCO & 5 ORS. v. M.V. "DAIEN MARU NO. 18", OWNERS OF & ORS. INTERESTED

[O.C.J. (Thean J.) December 19, 1984]
[Singapore – Admiralty in Rem No. 199 of 1984]

Shipping law – Claim for wages, subsistence and expenses by crew – Judgment obtained by crew as plaintiffs – Arrest of vessel by plaintiffs – Whether right of arrest lost because of judgment – Maritime lien of plaintiffs on vessel – Maritime lien attaching to or travelling with ship – Application to discharge warrant of arrest.

The plaintiffs were crew members on board the vessel "Daien Maru No. 18" ("the Vessel"). The defendants were owners of the Vessel. They commenced Admiralty Suit No. 174 of 1984 ("Owners' Suit") against the charterers of the Vessel claiming possession and arrested the Vessel on March 20, 1984. The plaintiffs filed a caveat against release of the Vessel on March 26, 1984 and on March 30, 1984 commenced the present action *in rem* against the defendants claiming wages, certain subsistence money and expenses. The plaintiffs obtained summary judgment against the defendants for the amount claimed. In the Owners' Suit the defendants eventually obtained an order for the release of the Vessel. After the release the plaintiffs arrested the Vessel in the present suit on July 25, 1984, whereupon the defendants made the present application to discharge the warrant of arrest executed on the Vessel. They contended that the plaintiffs, having obtained final judgment against the defendants for the full amount claimed had lost the right of arrest, as the plaintiffs' cause of action had merged in the judgment. The defendants relied on the decision in *The Alletta*[1].

Held, dismissing the application: (1) that once a judgment has been obtained in an action the claim therein is merged in the judgment is correct and beyond dispute. It does not follow that the right to security in the ship is lost or extinguished by such merger:

(2) the plaintiffs have a maritime lien on the vessel which arose out of the services provided for the vessel. A maritime lien on a ship is a claim or a privilege upon the ship and when it arises it attaches to or travels with the ship into whosesoever possession it comes so that an innocent purchaser of the ship may find his property, the ship, subject to a claim which existed prior to the date of purchase;

(3) a maritime lien gives a right to the ship enforceable by an action *in rem*. A plaintiff who has instituted an action *in rem* against a ship to enforce a maritime lien thereon must be entitled to arrest the ship in the same action even after he has obtained judgment, provided always that in such a case no bail has been previously put up for the ship in that action.

Cases referred to :

(1) *The Alletta* [1974] 1 Ll. R. 40.
(2) *The Point Breeze* [1928] P.135.
(3) *The Kalamazoo* (1851) 15 Jur. 885.
(4) *The Wild Ranger* (1863) Br. & Lush. 84; 167 E.R. 310.
(5) *The Henrich Bjorn* (1886) L.R. 11 P.C. 270.

(6) *The Burns* [1907] P.137.
(7) *The Gemma* [1899] P.285.
(8) *The August 8* [1983] A.C. 450.
(9) *The Dictator* [1892] P.304.
(10) *The Monica S* [1968] P.741.
(11) *Re Aro Co. Ltd.* [1980] 1 Ch. 196.
(12) *The Beldis* [1936] P.51, 67 & 73-74.
(13) *The Cap Bon* [1967] 1 LL.L.R. 543, 547.
(14) *The Bold Buccleugh* (1851) 7 Moo P.C. 167, 284-285.
(15) *The Two Ellen* (1872) L.R. 4 P.C. 161, 169.
(16) *The Tolten* [1946] P. 135.

ADMIRALTY IN REM.

L. Pereira for the defendants/applicants.

V.K.S. Narayanan for 7 members of the crew in Admiralty Suit No. 219 of 1984.

Cur. Adv. Vult.

Thean J.: This is an application by the Defendants by way of Notice of Motion to discharge a warrant of arrest executed on the vessel, "Daien Maru No. 18" (the "Vessel") on July 25, 1984 at the instance of the Plaintiffs, who initiated this action *in rem*. The circumstances leading to the arrest of the Vessel were rather unusual and arose in this way. On March 20, 1984, the Defendants, who are the owners of the Vessel, commenced an action *in rem* in Admiralty Suit No. 174 of 1984 (the "Owners' Suit") against the charterers of the Vessel claiming, *inter alia,* possession of the Vessel and arrested the Vessel on March 20, 1984. On March 26, 1984 the Plaintiffs who were members of the crew on board the Vessel filed a caveat against release of the Vessel and on March 30, 1984 commenced this action *in rem* against the Defendants claiming for wages earned by them, subsistence money and for expenses for their return home. The Defendants entered an unconditional appearance and the Plaintiffs on May 10, 1984 applied under Order 14 Rule 3 of the Rules of the Supreme Court for leave to enter judgment against the Defendants. The application was heard and allowed by the learned Deputy Registrar, and judgment for the amount claimed was entered against the Defendants on May 25, 1984. On May 29, 1984 the Defendants as the plaintiffs in the Owner's Suit filed an Instrument of Release for the release of the Vessel, but the caveators in that suit (including the Plaintiffs) refused to withdraw their caveats. Thereupon the Defendants as the owners applied by Notice of Motion in the Owner's Suit for an order for release of the Vessel. The application was heard by Abdul Wahab Ghows J. on June 15, 1984 and he made an order, *inter alia,* for the release of the Vessel. After the release the Plaintiffs arrested the Vessel in this suit on July 25, 1984.

In the application before me Mr. Pereira for the Defendants contended that the Plaintiffs having obtained final judgment against the Defendants for the full amount claimed had lost the right of arrest, as the Plaintiffs' cause of action had merged in the judgment, and in support relied on the decision of Mocatta J. in *The Alletta*[1]. That decision is the mainstay of his argument.

In *The Alletta (supra)* the vessel, "Alletta", belonging to the first defendant collided with the plaintiff's vessel, "England", in the Thames on December 20, 1963. On April 21, 1964 the plaintiff took out a writ *in rem* against the first defendant, who were then the owners of the "Alletta" and the writ was served on their solicitors who undertook to accept service and entered an appearance. The action was tried before Hewson J. who gave judgment on October 21, 1965, holding the plaintiff one-fifth to blame and the first defendants four-fifths to blame. An appeal against that judgment by the plaintiff was dismissed by the Court of Appeal. On June 20, 1973 (about 10 years after the collision and 9 years after the issue of the writ *in rem*) the "Alletta" was sold by the first defendants to the second defendants, who at that time had no knowledge of any actual or potential claim by the plaintiff against the owners of the "Alletta." On July 9, 1973 on an *ex parte* application Mocatta J. made an order that a warrant of arrest be issued against the "Alletta", who by then had changed her name to "Tarmac I." The warrant, however, was not executed on the "Alletta" upon certain undertakings or security procured by underwriters of the first defendants, who were under an obligation to indemnify the second defendants. The second defendants as the then owners applied for, *inter alia,* an order that the warrant of arrest be discharged and/or a declaration that plaintiffs were not at the date of the issue of the warrant entitled to arrest the vessel.

Mocatta J. on the basis of the decision of Bateson J. in *The Point Breeze*[2] held that the "Alletta" could not be arrested after judgment had been pronounced. He said, at p.48:

"Although *The Point Breeze* differs from the present case in that the giving of bail was there involved, Mr. Justice Bateson clearly thought that a warrant of arrest

could not be properly served on a vessel after liability had been determined. The very slightly critical comment on what was said by Mr Justice Bateson by Mr Justice Roche, as the then was, in *Westminster Bank* v. *West of England England Association*, (1933) 46 Ll.L.Rep. pp. 104/5 in no way touches on this point. That the time for arrest is before and not after a pronouncement on liability appears from two recent cases. Thus in *The Zafiro*, [1959] 1 Lloyd's Rep. 359 at p.367; [1960] P.1 at p.15, Mr. Justice Hewson, after holding that the arrest of a vessel pursuant to a writ in rem issued by necessaries men was not an "execution" within the meaning of section 325 of the Companies Act, 1948, said:

> ... Execution, in my view, succeeds and does not precede, judgment, whereas in arrest there is no existing judgment upon which to execute.

See also, per Mr. Justice Brandon in *The Monica S.* [1968] P. at p.773; [1967] 2 Lloyd's Rep. at p.132."

Apart from *The Point Breeze (supra)*, none of the cases referred to by Mocatta J. in his judgment have any real bearing on the point in issue before him. In arriving at the conclusion that the "Alletta" could not be arrested after judgment, Mocatta J. said he was following and adopting the reasoning of Bateson J. in *The Point Breeze (supra)*. He said, at p.50:

"I have now commented on nearly all the authorities cited to me; the few I have omitted do not seem to me to assist either party. So far as the cases go the balance of authority in my judgment strongly favours the second defendants and I am content to follow and apply the reasoning in *The Point Breeze* with which I respectfully agree, based as that decision was on the principles laid down by Dr. Lushington in *The Kalamazoo, The Wild Ranger* and *The Hero.*"

In *The Point Breeze (supra)* there was a collision between "Flamand", a French ship, and the "Point Breeze", an American ship. The owners of the former issued a writ *in rem* against the "Point Breeze" and the defendants' solicitors accepted service and gave an undertaking to put in bail. In due course a bail bond in the sum demanded by the plaintiff was given. The case was tried and Bateson J. held the "Point Breeze" solely to blame and judgment for damages to be assessed was given for the plaintiff. Seven days later the plaintiff asked for additional bail as the amount of initial bail given was insufficient to cover the damages caused by the collision. No further bail was given and the plaintiff obtained a warrant of arrest which was executed on the "Point Breeze". Subsequently, the solicitors for the defendant undertook to provide additional bail under protest and the vessel was then released. Upon a motion by the defendant to set aside the arrest, Bateson, J. held that the initial bail which had been put up for the vessel in effect released the vessel altogether and thereafter she could not be arrested in the same action. In arriving at this decision, Bateson J. followed the opinions of Dr. Lushington in *The Kalamazoo*[3] and *The Wild Ranger*[4] and said, at p.139:

"The case seems to be covered by the clear expression of opinion of Dr. Lushington in *The Kalamazoo* 15 Jur. 885, 886: "It is perfectly competent to take bail to the full value, but the effect of taking bail is to release the ship in that action altogether. It would be perfectly absurd to contend that you could arrest a ship, take bail to any amount, and afterwards arrest her again for the same cause of action. The bail represents the ship, and when a ship is once released upon bail she is altogether released from that action."

And he further said, at p.140:

"In *The Wild Ranger* (1863) Br. & Lush. 84, 87, Dr. Lushington repeats his opinion: "Now bail given for a ship in any action is a substitute for the ship; and whenever bail is given the ship is wholly released from the cause of action, and cannot be arrested again for that cause of action"

In conclusion he held, at p.141:

"I do not think, in face of the distinct expression in *The Kalamazoo* 15 Jur. 885 and *The Wild Ranger* (1863) Br. & Lush. 84 that a vessel cannot be arrested after she has been once released on bail in the same action for the same cause of action, that ruling should be departed from."

It seems to me abundantly clear that Bateson J. on the basis of the decisions of Dr. Lushington in *The Kalamazoo (supra)* and *The Wild Ranger (supra)* held that the "Point Breeze" could not be arrested on the ground that the initial bail had been put up and that bail released the vessel altogether from the cause of action in that action. The true *ratio decidendi* of his decision is not that the "Point Breeze" could not be arrested because judgment had been obtained and the right of arrest was thereby lost, though the fact that the judgment had been obtained was mentioned in his decision. Any doubt on this point is obviated by the following passage of his judgment at page 142:

"If the plaintiffs are right in their contention that they are entitled to arrest this ship, it seems to me that it will open the door to the rearrest of vessels, or arrest after getting bail, whenever a party thinks that his claim may be more than he originally thought it was. No immunity from arrest will be obtained by giving bail, and the result of that, on the question of maritime liens, might be very serious.

In my opinion *The Point Breeze (supra)* does

not warrant the conclusion arrived at in *The Alletta (supra)* and Mr. Selvadurai on behalf of the Plaintiffs argued that *The Alletta (supra)* was wrongly decided on principle and urged me not to follow that decision.

It is necessary to consider on principle whether in an action *in rem* against a vessel the right to arrest that vessel is lost after judgment in that action has been obtained on the ground that the cause of action has merged in the judgment. In the consideration of this point it is helpful to start with the following basic propositions, which, on authorities, are incontrovertible. First, an Admiralty suit *in rem* is an action against the *res*. In *The Henrich Bjorn*[5] Lord Watson said, at pp.276-277:

"The action is *in rem*, that being, as I understand the term, a proceeding directed against a ship or other chattel in which the plaintiff seeks either to have the res adjudged to him in property or possession, or to have it sold, under the authority of the court, and the proceeds, or part thereof, adjudged to him in satisfaction of his pecuniary claims. The remedy is obviously an appropriate one in the case of a plaintiff who has a right of property or other real interest in the ship, or a claim of debt secured by a lien which the law recognises."

In *The Burns*[6], in response to arguments by counsel that actions *in rem* and actions *in personam* are in the end merely different ways of proceeding against a defendant and that an action *in rem* in no way differs in its nature from an action *in personam* save that in the former there is attached a process of arrest which compels appearance of the defendant, Fletcher Moulton L.J. said, at p.147:

"I am, therefore, of opinion that the fundamental proposition of the argument of the appellants' counsel fails, and that the action *in rem* is an action against the ship itself. It is an action in which the owners may take part, if they think proper, in defence of their property, but whether or not they will do so is a matter for them to decide, and if they do not decide to make themselves parties to the suit in order to defend their property, no personal liability can be established against them in that action. It is perfectly true that the action indirectly affects them. So it would if it were an action against a person whom they had indemnified."

Secondly, following from the first proposition (and as was said by Fletcher Moulton L.J. above), if no appearance is entered by the defendant to such an action, judgment when entered is enforceable only against the *res, quoad res* and no more, and the defendant in such an action will not suffer any personal liability. Thirdly, once the defendant to an action *in rem* has entered an unconditional appearance he submits to the jurisdiction of the court personally and from then onwards the action continues as an action *in rem* and *in personam:* see *The Gemma*[7] and *The August 8*[8].

In consequence, if the judgment is not fully satisfied by enforcement thereof against the *res,* execution proceedings can be initiated against the defendant: see *The Dictator*[9]. It must follow that in such a case the judgment when obtained is a judgment *in rem* against the *res* as well as *in personam* against the defendant personally, and it must further follow that the judgment can be enforced against the *res* by a remedy *in rem* – the procedure of arrest. If it is correct that in an action *in rem* against a *res,* in which no bail has been put up for the *res,* the plaintiff after judgment cannot arrest the *res,* then it must follow logically that the judgment is not one operating *in rem* against the *res* and no recourse can be had against the *res,* except by way of a writ of seizure and sale which is an execution proceeding for enforcing a monetary judgment *in personam.* Such a conclusion is extremely strange and, in my view, untenable.

It has been decided by Brandon J. (as he then was) in the case of *The Monica S.*[10] that once an action *in rem* against a ship has been commenced under section 3(4) of the Administration of Justice Act, 1956 of England (which is *in pari materia* with section 4(4) of our High Court (Admiralty Jurisdiction) Act (Cap. 6)) it can be proceeded with against that ship despite any subsequent change in the ownership of the ship, even if the change has taken place before the writ is served. That decision was approved by the Court of Appeal in England in *Re Aro Co. Ltd.*[11] where it was held that a plaintiff by commencing an action *in rem* against a ship, even if the writ has not been served or the ship has not been arrested, puts himself in a position of a secured creditor. Brightman L.J. (delivering the judgment of the court) said at pp.207-208:

"The usual object of suing *in rem* is to obtain security. The plaintiff becomes entitled upon the institution of his suit to the arrest and detention of the subject matter in the custody of an officer of the court pending adjudication, and on adjudication in his favour to a sale and satisfaction of his judgment out of the net proceeds thereof, subject to other claims ranking in priority to or pari passu with his own. So stated, the rights of a plaintiff suing *in rem* have points of similarity with the rights of a legal or equitable mortgagee or chargee, such persons are also entitled in appropriate circumstances to have the subject matter of the charge preserved for their benefit, and if the account is in their favour to have it sold in order to satisfy

the debt. The similarity is carried a stage further by the decision in *The Monica S.* [1968] P.741, where it was held that the burden of the statutory right of action *in rem* in a case under section 3(4) of the Administration of Justice Act 1956 ran with the ship so as to enable the plaintiff to serve the writ on the ship notwithstanding a transfer of ownership since the writ was issued. It must follow from that decision that the plaintiff *in rem* is entitled to have the ship arrested despite change in ownership and notwithstanding that the writ has not been served. The case is of critical importance to our decision because, applied to the instant case, it means that, had the liquidator sold the ship, he could only have sold subject to the plaintiffs' claim; this does not seem far removed from saying that the liquidator could only sell a proprietary interest equivalent to a right to redeem."

If a plaintiff by instituting an action *in rem* against a ship (assuming that such action was properly constituted under the High Court (Admiralty Jurisdiction) Act) can "properly assert as against all the world" that the ship is a security for his claim and arrest the same, then it seems to me that after such plaintiff has obtained judgment for his claim in that action he can, on principle, also properly so assert that the ship is a security for the judgment obtained and therefore is entitled to arrest the ship (assuming that no bail has been previously put up for the ship). That once a judgment has been obtained in an action the claim therein is merged in the judgment is correct and is beyond dispute. It does not follow, however, and I can find no authority to the effect, that the right to security in the ship is lost or extinguished by such merger. On principle, I do not see why such right to security, which is enforced by arrest of the ship, should be lost merely because the claim or cause of action has merged in such judgment. Arrest of a ship in an action *in rem* is a mere procedure and its object is to obtain security that the judgment should be satisfied: see the judgment of Sir Boyd Merriman P. in *The Beldis*[12]. See also *The Cap Bon*[13], where Brandon J. (as he then was) held that the object of an action *in rem* was to provide security for a plaintiff in respect of a judgment of court in the same action or sum due under a settlement in that action and such security was not available for payment of an award of an arbitration tribunal. Having regard to these authorities it seems to me extremely odd that the right to security in a ship which arises from an action *in rem* against the ship and the arrest thereof which is a remedy to provide for such security should be lost or extinguished once final judgment is pronounced or obtained in that action.

There is another reason that impels me to arrive at the conclusion that in the instant case the right of arrest of the Vessel has not been lost by reason of the judgment having been entered in favour of the Plaintiffs. The Plaintiffs have a maritime lien on the Vessel which arose out of the services provided for the Vessel. (So had the plaintiffs a maritime lien on the ship in *The Alletta (supra)* which arose out of damage caused by that ship). A maritime lien on a ship is a claim or a privilege upon the ship and when it arises it attaches to or travels with the ship into whosesoever possession it comes so that an innocent purchaser of the ship may find his property, the ship, subject to a claim which existed prior to the date of purchase. In *The Bold Buccleugh*[14], Sir John Jervis C.J. in delivering the judgment of the Privy Council described a maritime lien as a privilege or claim on a thing to be carried into effect by legal process and said:

> "This claim or privilege travels with the thing, into whosesoever possession it may come. It is inchoate from the moment the claim or privilege attaches, and when carried into effect by legal process, by a proceeding *in rem*, relates back to the period when it first attached."

Such a lien is discharged by satisfaction or from laches or in any other way by which, by law, it may be discharged: see the judgment of Mellish L.J. in *The Two Ellens*[15]. A maritime lien on a ship is enforced by invoking the admiralty jurisdiction of the High Court: section 4(3) of the High Court (Admiralty Jurisdiction) Act, and an action *in rem* when instituted perfects the lien. Scott L.J. in *The Tolten*[16].

> "The lien consists in the substantive right of putting into operation the admiralty court's executive function of arresting and selling the ship, so as to give a clear title to the purchaser, and thereby enforcing distribution of the proceeds amongst the lien creditors in accordance with their several priorities, and subject thereto ratebly. I call that function of the court "executive" because, once the lien is admitted, or is established by evidence of the right to compensation for damage sufered through the defendant ship's negligence, there is then no further judicial function for the court to perform, save that in the registry where priorities, quantum and distribution are dealt with."

On these authorities it is clear that a maritime lien gives a right to the ship enforceable by an action *in rem*. This being the case, it seems to me logical and right that a plaintiff who has instituted an action *in rem* against a ship to enforce a maritime lien thereon, must be entitled to arrest the ship in the same action even after he has obtained judgment, provided always that in such a case no bail has been previously put up for the ship in that action. If such right of arrest is said to have been

lost by virtue of the judgment having been obtained, then it must follow that the lien is extinguished or discharged by such judgment in the same action instituted to enforce it. Such a conclusion in my view is a *non sequitur.*

For all these reasons which I have given I decline, with respect, to follow the decision of Mocatta, J. in *The Alletta (supra).* In the result, this application is dismissed with costs.

Application dismissed.

Solicitors: *Selvadurai Pala Krishnan & Partners, L. Pereira & Netto; V.K.S. Narayanan.*

MALAYSIAN REPORTS

CHEOW SIONG CHIN v. MENTERI DALAM NEGERI, MALAYSIA & ORS.

[S.C. (Salleh Abas L.P., Mohamed Azmi & Abdoolcader S.C. JJ.) March 26 & 28, 1985]

[Kuala Lumpur – Supreme Court Criminal Appeal No. 48 of 1984]

Criminal Law and Procedure – Habeas Corpus – Whether applicable where person has been restrained under Restrictive Residence Enactment (F.M.S. Cap. 39), ss. 2 & 2A – Criminal Procedure Code (F.M.S. Cap. 6), s.365.

Administrative Law – Habeas Corpus – Person restrained under Restricted Residence Enactment (F.M.S. Cap. 39) – Whether order can be challenged – Whether other remedies available.

In this case orders had been made under the Restrictive Residence Enactment (a) requiring the appellant to reside in the town of Gua Musang in Kelantan for a period of three years from the date of the order and (b) directing him to be placed under police supervision for the same period. The appellant applied for a writ of *habeas corpus* to challenge the orders made against him. The application was dismissed in the High Court and the appellant appealed.

Held: the restraint imposed by reason of an order of restricted residence under the Restricted Residence Enactment does not constitute detention of such a nature as to attract the application of the writ of *habeas corpus.* The writ of *habeas corpus* is therefore not available to the appellant in the circumstances.

[*Editorial Note:* In this case the Supreme Court suggested for urgent consideration the repeal by Parliament of section 365 and such of its concomitant provisions in Chapter XXXVI of the Criminal Procedure Code as have been rendered redundant as a result of the introduction of R.H.C. 1980, O.54 which provides for applications for *habeas corpus*].

Cases referred to:

(1) *Reg.* v. *Coleshill Justices, exparte Davies* [1971] 1 W.L.R. 1684, 1686.
(2) *Re Onkar Shrian* [1970] 1 M.L.J. 28.
(3) *Re Isbell* [1930] S.C.R. 62, 65.
(4) *Masella* v. *Langlais* [1955] S.C.R. 263, 271.
(5) *Barnado* v. *Ford* [1892] A.C. 326.
(6) *Ex parte Mwenya* [1960] 1 Q.B. 241.
(7) *Ismail and Anor.* v. *State of Orissa* A.I.R. 1951 Orissa 86, 89.
(8) *Reg.* v. *Secretary of State for the Home Department, ex parte Mughal* [1973] 1 W.L.R. 1133.
(9) *Reg.* v. *Secretary of State for the Home Department, ex parte Phansopkar* [1976] Q.B. 606.
(10) *Reg.* v. *Secretary of State for Foreign Affairs, ex parte Greenberg* [1947] 2 All E.R. 550.
(11) *Bird* v. *Jones* (1845) 7 Q.B. 742; 115 E.R. 668;